**AGREEMENT FOR OUTSOURCING CALL CENTER**

This Agreement for Outsourcing Call Centre Support (the “Agreement”) is effective\_\_\_\_\_\_\_\_\_\_\_\_\_[Date],

BY AND BETWEEN

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company organized and

existing under the laws of the [State/Province]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its head \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

[Provider Name]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Address, City, State –Pincode.

WHEREAS, Seller is engaged in several businesses including the business of [Tele com process, whereas Toll free number, virtual number selling, Both inbound and outb/ound] through its Internet site [www.\_\_\_\_\_\_\_\_\_\_.com] (the "Site") and through its toll-free telephone number [\_\_\_\_\_\_\_\_\_\_\_]-(the "Toll-Free Number"); and

WHEREAS, Seller desires to retain the services of Provider to provide customer support and telemarketing services to customers and potential customers of Seller's [Tele com process] business (each, a "Customer"), and Provider desires to provide such services, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. ENGAGEMENT OF PROVIDER; DESCRIPTION OF SERVICES

 1.1

a) Subject to the terms and conditions of this Agreement, Seller hereby retains Provider to provide the Customer support and telemarketing services set forth below (collectively, the "Services"), and Provider hereby accepts such engagement. Provider will provide Seller inbound teleservice support for Seller Customers who have purchased [www.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.com] through the Site. Provider will provide such services in

accordance with the specifications set forth on SCHEDULE [SPECIFY] attached hereto and made a part hereof (collectively, the "Inbound Teleservices").

b) In addition to the Inbound Teleservices, Provider will provide inbound telemarketing services for Customers using the Site and/or the Toll-Free Number to complete [SPECIFY] request transactions with Seller. Provider will provide such services in accordance with the specifications set forth on SCHEDULE [SPECIFY] attached hereto and made a part hereof (the "Inbound Telemarketing Services" and, together with the Inbound Teleservices and any other services provided by Provider pursuant to paragraphs (c) and (d) of this Section 1.1, being collectively referred to herein as the "Services").

c) During the Term (as hereinafter defined) of this Agreement, Provider shall, at the option of Seller, provide outbound up-sell telemarketing services to Customers on terms and conditions to be agreed upon in good faith by the parties.

d) Provider will also provide such additional related services as set out in this

Agreement (herein "Related Services") including, without limitation, the following:

 1.1.1 Provider agrees to notify Seller on a daily basis of any information required

by Seller's Customers. The parties agree that Seller is responsible for fulfilling such

requests. Should Provider's notice obligation significantly interfere with its primary Service activities, Provider will notify Seller. The parties agrees that upon such notice, they will work cooperatively toward an amicable solution.

 1.1.2 Provider agrees to provide Seller with such information and reports related to Services created by the Provider telephone system. The initial list of reports are set forth on SCHEDULE [SPECIFY] annexed hereto and made a part hereof. Additional reports, as agreed to by the parties, shall be provided by Provider during the Term and shall be deemed included on SCHEDULE [SPECIFY] annexed hereto effective as of the date agreed to by Provider and Seller. Report topics may include performance, users, applications and lost Contacts (as hereinafter defined), among others.

 1.1.3 As set forth in SCHEDULES [SPECIFY] annexed hereto, Provider agrees to allow SELLER, through reasonable mechanisms to be made available by Provider to Seller, to monitor Provider's service handling of Contacts for Products (as hereinafter defined), provided that this activity doesn't significantly interfere with primary Service activity. Seller agrees to provide Provider with any and all information, reports, or feedback related to Service quality which created by the monitoring of Contacts.

1.2 Products

Provider will provide the Services for all [SPECIFY] related goods and services offered by Seller through the Site and the Toll-Free Number (collectively, the "Products"), and any other products related thereto as designated from time to time by Seller (the "Related Products"). All terms and conditions herein apply to the Products and the Related Products. If Related Products (other than any usual and customary updates, upgrades, new versions, extensions or evolutionary developments to the Products as would typically be expected to occur in products and services such as the Products) Are introduced during the Term of this Agreement, Seller shall provide reasonable advance notice of and information about such additional Related Products to Provider to enable Provider to inform and Train its CSRs (as defined in SCHEDULE [SPECIFY] annexed hereto) as necessary and appropriate to provide quality Services with respect to such additional Related Products.

1.3 Hours of operation

a) Provider will provide the Inbound and outbound Tele service from Monday to Saturday.

b) [8] Hours per day, [6] days per week, [12] Months per year commencing on the

Telemarketing Launch Date (as defined in SCHEDULE annexed hereto).

c) The seller has no SCHEDULE for the provider separately for month target. Working

month will be considered minimum 10 orders per month.

1.4 Facility

 Provider will utilize its support facility at [FULL ADDRESS], [STATE/PROVINCE] (the

"Facility") for delivery of Services for the Products. The Facility will be equipped with

telephone systems, computer systems, and various Provider support and call monitoring tools, such as documentation and knowledge bases, to be used in the delivery of the Services. Provider shall bear all expenses of operating the Facility, including all expenses for equipment and systems necessary to connect to any telecommunications circuits or facilitie utilized by Seller to bring calls to the Facility. SCHEDULE [SPECIFY] annexed hereto and made a part hereof identifies the minimum capabilities Provider shall maintain with respect to the Facility.

2. SERVICE LEVELS

2.1 Definitions; Service levels

2.1.1. Call definitions

 Actual Handling Time: Shall mean (i) in the case of an Inbound Call (as hereinafter defined) by a CSR or an outbound Customer callback, the time that is measured from when the call is physically answered by the CSR or the Seller Customer respectively until the call is physically terminated; and any additional wrap up work performed related to such call prior to becoming physically available to receive the next Inbound Call or to make the next Customer callback, and (ii) in the case of an Automated Call (as hereinafter defined), the time that is measured from when the caller enters the Provider Voice Response Unit (VRU) until such caller leaves the VRU.

 Automated Call: Shall mean an Inbound Call that is delivered to an electronic voice

message rather than to a CSR as the means of providing Services as described in this Agreement.

 Contact: Shall mean a support incident, defined as a single in-coming support request via telephonic voice (a "Voice Contact"), fax or written or electronic correspondence (an "E-mail Contact") regarding any Product.

 Inbound Call: Is defined as a call that has physically arrived to Provider's Interactive Voice Response Unit (an "IVR") or similar system by way of Seller's IVR or other mechanism for the purpose of providing Services as described in this Agreement.

 Maximum Hold Time: Shall be measured from the time an Inbound Call is placed in call group queue, prior to being physically delivered and answered by a CSR or an automated voice response unit (a "VRU").

2.2 Service levels

SCHEDULE [SPECIFY] annexed hereto and made a part hereof sets forth the performance requirements of Provider applicable to its handling of Inbound Calls, Contacts and the Actual Handling Time for Inbound Calls for all Services.

2.3 Escalation procedure Seller recognizes that there may be instances where Provider will not be able to resolve a Customer

Contact without Seller's assistance. Promptly following the execution of this Agreement, both parties will mutually agree to an escalation procedure for resolving support problems that require Seller's technical personnel and/or a Seller third party vendor. Seller agrees to provide necessary and timely

resources to Provider to enable Provider to resolve escalated problems in a timely manner. Examples of such resources include documentation, knowledgebase, escalation process, hardware, software and support technicians.

2.4 Customer callbacks

Provider agrees that in the event a Provider CSR is unable to resolve a support incident during an Inbound Call, the CSR will make all reasonable efforts to contact the Customer as soon as possible with the solution. All telecommunications costs for these callbacks shall be borne by Seller. In the event Seller selects to be billed on a per-call basis, these callbacks shall be considered a billable call. 2.5 Call length

Seller and Provider recognize that the amount of time a CSR spends on an individual voice Contact

can impact both Service levels and fees. Seller's expected average call length for Products is set out

On SCHEDULE [SPECIFY] annexed hereto. If Provider experiences any significant increase in call

length, Provider agrees to notify Seller and will work toward determining how to accommodate the

Increase by either modifying the Service level or increasing the staff as mutually agreed.

3. SELLER TOOLS, TELECOMMUNICATIONS AND TRAINING

3.1 Seller Tools

Seller agrees to provide Provider with sufficient copies of Products and related materials, including, but not limited to, copies of software, documentation, licenses and Product information as reasonably

necessary to provide Services for the Products. Provider acknowledges that its use of such tools may be subject to the terms of license agreements required by Seller or its third party suppliers, and Provider agrees to abide by all the terms and conditions of such licenses in connection with its use of such tools. Seller shall only be obligated to supply one copy of any documentation or other such Written materials relating to any such tools, and Provider may make such number of copies (and only such number of copies) of such materials as are necessary for it to provide Services hereunder.

3.2 Telecommunications Seller assumes all expenses related to the sending of Contacts to Provider, including provision of telecommunication lines and the bearing of network costs associated with routing Inbound Calls to the Facility. Provider is responsible for properly equipping the Facility with the necessary hardware to receive and handle Contacts as required by this Agreement.

3.3 Training

Seller will provide one copy of necessary training materials to Provider on all versions and aspects of Products that are unique or specific to Seller's services at no charge to Provider. Provider trainers at Provider's Facility will provide training for Provider CSRs, unless otherwise agreed to in writing by the parties. Training will be delivered based on technical documentation for all aspects of the Products which are unique or specific to Seller's services and all updates, upgrades and revisions thereto required to provide the Services will be provided to Provider by Seller at no charge to Provider.

Provider agrees to use said documentation for Service purposes only. Provider agrees to use all training materials for training and support purposes for the Services only. Provider agrees to provide Standard Provider support training to its employees at the Facility, which shall include (at a minimum) training on the standard types of underlying hardware, operating system and application (e.g. Browser) software required or typically used in conjunction with the Products.

Seller shall have the right to review and approve the level of proficiency to which the CSRs are to be trained by Provider to facilitate the performance of quality Services, which approval shall not be unreasonably withheld. Except in an emergency and upon consultation with Seller, Provider shall not assign CSRs to provide Services hereunder unless they have received adequate training as approved by Seller and otherwise meet the requirements applicable to CSR's as set forth on SCHEDULES [SPECIFY].

4 FEES

4.1 Fees for service

Provider agrees to provide the refundable security deposit of Rs.5000 to the seller for security purpose refunded according to working months valid for one year.

4.2 Payment

Every month 5th will be the payment date of providers. Commencing with the end of the month of the Telemarketing Launch Date and each month thereafter during the Term (as hereinafter defined), Provider will provide Seller with a monthly itemized statement for the Services rendered during the preceding monthly period. In addition, Provider will bill and Seller will pay for Related Services and such other charges as are provided for herein on an as incurred basis (along with its regular monthly invoice). Seller will pay net payment of 50% from the month profit. Days from receipt of each invoice in [COUNTRY]. If Seller is delinquent in the payment of any invoice, and fails to remedy the delinquency within 5 days after written notice of delinquency is received by Seller, Seller shall be obligated to pay late charges in a total amount not to exceed [50 %] percent per month on the unpaid balance of any undisputed portion of the invoice which is unpaid. In the event of a dispute with regard to a portion of any invoice, the disputed portion may be withheld until resolution of the dispute but any undisputed portion shall be paid as provided herein.

4.3 Record keeping

PROVIDER agrees to keep accurate books of account and records (in accordance with

generally accepted accounting principles consistently applied) at the address set forth on the

first page of this Agreement detailing all fees for its Services. Such books and records shall

be maintained by Provider for a period of one years after termination or expiration of this

Agreement. Upon reasonable notice of not less than 3 days, Seller shall have the right, for

each 12 month period during the Term, to inspect and audit such books of account and

records to verify the accuracy of the information contained in any invoice or the amount of

fees for Services paid to all Provider hereunder. The parties agree that any dispute as to the

fees paid to or charged by Provider for the Services that cannot be resolved by the parties

shall be settled by arbitration.

4.4 Taxes

Provider shall be solely responsible for the preparation and submission to applicable

authorities of its CSRs' or other employees' income tax and FICA forms and the payment of

all of such persons’ salaries, employer contributions and employee benefits. Seller shall be

solely responsible for all Indian applicable federal, state and local taxes and charges arising

out of or related to sales of the Products and any such taxes shall be assumed and paid for

by Seller. Provider and Seller shall be solely responsible for the preparation and submission

to applicable authorities of their respective federal, state and local income taxes attributable

to income derived by each such party in connection with the subject matter of this

Agreement.

5. TERM OF AGREEMENT

 5.1 Term

The initial term of this Agreement shall commence on the date hereof and shall continue for

a period of one year from the Telemarketing Launch Date (the "Initial Term"). This

Agreement shall automatically be extended for successive one year terms (each a "Renewal

Term") unless either party gives the other written notice of its intention not to extend this

Agreement at least [NUMBER] days prior to the end of the then current term, or unless

terminated as provided elsewhere herein (the Initial Term, together with each Renewal Term,

if any, being collectively referred to herein as the "Term"). Any time after expiration of the

Initial Term, Provider may change the prices and terms on which providing at least

[NUMBER] days prior written notice to Seller (the Fee Notice Period”) will provide Services.

Seller shall have the right, in its sole discretion, to reject such changes and, in such case,

this Agreement shall automatically terminate without penalty to either party upon expiration

of the Fee Notice Period

5.2 Conditions for termination based on non-performance

 5.2.1 Seller may terminate this Agreement without penalty if Provider fails to meet any of its

performance obligations hereunder or otherwise commits a breach of any term or provision of this Agreement and fails to cure the same within 5 days after written notice from Seller. This Agreement shall automatically terminate forthwith without notice in the event Provider's liabilities exceed its assets, or if Provider is unable to pay its debts as they become due,

 5.2.2.. or files or has filed against it a petition in bankruptcy, for reorganization or for the

adoption of an arrangement under any present or future bankruptcy, reorganization or similar law (which petition if filed against Provider shall not be dismissed within 5 days from the filing date), or if Provider makes a general assignment for the benefit of its creditors or is adjudicated a bankrupt, or if a receiver or trustee of the Provider's business or all or substantially all of the Provider's property is appointed, or if Provider discontinues its business.

 5.2.3 Any default claimed by Provider against Seller which cannot be resolved by negotiation

between the parties shall be referred to binding arbitration by Provider as provided in Section

[NUMBER] of this Agreement, and Provider shall not be entitled to terminate this Agreement or

suspend, in whole or in part, the performance of its obligations hereunder on account of any such breach pending outcome of the arbitration.

5.3 Termination for convenience

Seller may terminate this Agreement at any time during the Initial Term and any Renewal Term without cause upon at least 15 days written notice to Provider. In such event, Seller shall pay An early termination fee to Provider to compensate Provider for all costs and expenses actually and reasonably incurred by Provider for personnel and equipment engaged in providing Services to Seller

At the time of termination until such resources are either discharged or re-deployed by Provider to provide services for other parties (but in any event for a period not to exceed 5 days after termination).

Provider will promptly and in good faith attempt to re-deploy such resources as soon after termination as possible so as to reduce the amount of such early termination fee payable by Seller to the extent reasonably possible. In no event shall the total amount of such termination fee exceed the amount billed to Seller for the Services (excluding any Related Services) provided in the month immediately preceding the giving of the notice of termination by Seller.

Seller has their own rights to terminate the agreement, If found any illegal activities, miss -use of data’s, unsatisfied service to the customer,

6. INDEMNITY; LIABILITY AND DISCLAIMERS; INSURANCE

6.1 Indemnification by Provider

Subject to the limitations of liability set forth in Section 6.3.2 of this Agreement, Provider agrees to indemnify and save harmless Seller and its affiliates, and their respective officers, directors, shareholders, members, partners, employees, agents and other personnel, from any liabilities, causes of action, lawsuits, penalties, damages, claims or demands (including the costs and expenses and reasonable attorneys' fees on account thereof) that may be made:

i) Provider's breach of this Agreement or its failure to perform any

obligation hereunder, or by any person or entity for injuries or

damages of any kind or nature (including but not limited to

personal injury, death, property damage and theft) resulting

from or relating to the negligent or wilful acts or omissions of

Provider, those of persons or entities furnished by Provider, or

Provider's employees, CSRs, agents or subcontractors, (y) the

use of Provider's Services furnished hereunder,

ii) Provider's breach of this Agreement or its failure to perform any

obligation hereunder, or

Seller agrees to notify Provider promptly of any written claims or

demands against Seller for which Provider is responsible

hereunder

iii) Against any such liability, cause of action, lawsuit, penalty,

claim, damage or demand. By any employee or former

employee of Provider or any of its CSRs, agents or

subcontractors for which Provider's liability to such person or

entity would otherwise be subject to payments under state

workers' compensation or similar [YOUR COUNTRY LAW]. 4

4) Provider, at its own expense, agrees to defend Seller, at

Seller's request against any such liability, cause of action,

lawsuit, penalty, claim, damage or demand. The foregoing

indemnity shall be in addition to any other indemnity obligations

of Provider set forth in this Agreement. The foregoing indemnity

shall be in addition to any other indemnity obligations of

Provider set forth in this Agreement.

6.1 Indemnification by Seller

Subject to the limitations of the liability provisions of Section 6.3.2 of this Agreement, provided that

Provider cooperates with Seller, Seller agrees to indemnify and hold Provider and its affiliates, and

their respective officers, directors, shareholders, members, partners, employees, agents and other

personnel, harmless from any loss, liability, damages or costs based on the operations of any

Products or any infringement by the Products of any patent or proprietary right of a third party.

Provider agrees to notify Seller promptly of any written claims or demands against Provider for which

Seller is responsible hereunder. Seller shall have no liability for, and Provider shall indemnify and hold

Seller and its affiliates, and their respective officers, directors, shareholders, members, partners,

employees, agents and other personnel, harmless from and against, any claim based upon Provider's

conduct, if such infringement, cause of action or other damage would have been avoided but for that

conduct.

6.3 Warranty; limitation of liability

 6.3.1 Provider warrants to Seller that the Services furnished under this Agreement

will be furnished in a professional and workmanlike manner and in conformance with the metrics set

forth in this Agreement.

 6.3.2 Except for liabilities described in clauses (i) and (ii) below, Provider's and

Seller's total liability hereunder will be limited to a maximum amount of [AMOUNT]. The limitations of

this Section shall not apply to: (ii) damages resulting from personal injury or death or damage to

tangible real or personal property caused by or resulting from Provider's negligence.

i) Any damage or loss to Seller arising from any

misappropriation of Seller's confidential information in breach

of this Agreement or

 2) damages resulting from personal injury or death or damage

to tangible real or personal property caused by Provider or resulting from Provider's

negligence.

7. GENERAL PROVISIONS

 7. 1 Non-Disclosure

 7.1.1 As used in this Section 7.1, "Confidential Information" means private,

confidential, trade secret or other proprietary information (whether or not embodied or

contained in some tangible form) relating to any actual or anticipated business of

[COMPANY NAME] or [CONCERN NAME], as applicable, and their respective affiliates, or

any information which, if kept secret, will provide the party disclosing such Confidential

Information (in each case a "Discloser") an actual or potential economic advantage over

others in the relevant trade or industry.

 7.1.2 As defined herein, Confidential Information includes, without limitation, formulae,

compilations, computer programs and files, devices, methods, techniques, know-how, inventions,

research and development, business data (including cost data), strategies, methods, prospects, plans

and opportunities, customer lists, marketing plans, specifications, financial information, invention

disclosures, patent applications (whether abandoned or not), techniques, products and services of the

Discloser and identified orally or in writing by the Discloser as confidential, confidence by a third party

and made available to the party receiving Confidential Information (in each case a "Recipient").

 7.1.3 Except as required in the performance of its obligations under this Agreement or with the

prior written authorization of the Discloser, the Recipient shall not directly or indirectly use, disclose,

disseminate or otherwise reveal any Confidential Information and shall maintain Confidential

Information in confidence for a period of [NUMBER] years from the date of termination or expiration of

this Agreement, for whatever reason. Recipient shall use the same care and discretion to protect

Confidential Information of the Discloser as Recipient uses protect its own confidential information, but

not less than a reasonable standard of care. Recipient shall restrict use of the Discloser's Confidential

Information to its employees, and to those consultants who have been pre-approved in writing by

Discloser, who have a need to know the Confidential Information and who have a written agreement

with Recipient sufficient to comply with this Agreement.

7.1.4 Nothing contained in this Section 7.1 shall in any way restrict Recipient's rights to use,

disclose, or otherwise dispose of any information which:

a) At the time of disclosure by Discloser was already in the possession of Recipient (provided

such information had not been previously furnished to Discloser by Recipient), as shown by

a written record;

b) Is independently made available to Recipient by an unrelated and independent third party

whose disclosure does not constitute a breach of any duty of confidentiality owed to

Discloser;

c) Is generally available to the public in a readily-available document; or

d) Is compelled to be disclosed pursuant to a court order, provided that Discloser shall first

have the opportunity to request an appropriate protective order.

7.1.5 Nothing in this Agreement shall be construed as granting any rights or licenses in any

Confidential Information to any person or entity.

7.1.6 Upon termination or expiration of this Agreement for any reason whatsoever, Seller

and Provider shall leave with or return to the other all documents, records, notebooks,

computer files, and similar repositories or materials containing Confidential Information of the

other party and such other party's affiliates, including any and all copies thereof.

7.1.7 Provider and Seller agree that the terms of this Section 7.1 are reasonable and

necessary to protect their respective business interests and that the other party would suffer

irreparable harm from a breach of this Section 7.1. Thus, in addition to any other rights or

remedies, all of which shall be deemed cumulative, Provider and Seller and/or their

respective affiliates, as applicable, shall be entitled to obtain injunctive relief to enforce the

terms of this Section

7.2 Intellectual property

7.2.1 Provider agrees to disclose and furnish promptly to Seller any and all technical

information, computer or other apparatus programs, inventions, specifications, drawings,

records, documentation, works of authorship or other creative works, ideas, knowledge or

data, written, oral or otherwise expressed, first made or created for and paid for by Seller

under this Agreement (hereinafter "Work Product"). The Work Product specifically includes,

without limitation, any scripts, lists of frequently asked questions and responses thereto, etc.,

prepared and utilized by Provider in connection with providing Services regarding the

Products.

7.2.2 Subject to the provisions of this Section 7.2.2, Provider agrees to assign and does

hereby assign to Seller all right, title and interest in and to any Work Product. To the extent

such Work Product qualifies as a "work made for hire", it shall be deemed to be such.

Notwithstanding the foregoing, (i) Provider retains for itself a perpetual, nonexclusive,

royalty-free, unrestricted right and license to any structure, architectures, ideas and concepts

subsisting in such Work Product, and (ii) Provider shall be free to independently develop

software and other works similar to any works developed by the performance of the Services

under this Agreement, whether by other employees of PROVIDER, in collaboration with third

parties, or for other customers.

7.2.3 Provider agrees to take all reasonable steps, at Seller's expense, to assist Seller in the

perfection of the rights assigned hereunder.

7.2.4 Provider shall not acquire any right to any tradename, trademark, and service mark, copyright,

patent or other form of intellectual property of Seller. Provider shall not use such intellectual property

of Seller in any manner except in the performance of its obligations hereunder as permitted or

contemplated in connection therewith.

7.3. Severability; Waiver

If any of the provisions of this Agreement shall be held invalid or unenforceable by reason of the

scope or duration thereof or for any other reason, such invalidity or unenforceability shall attach to the

particular aspect of such provision found invalid or unenforceable and shall not affect any other any

other provision of this Agreement. To the fullest extent permitted by [YOUR COUNTRY LAW], this

Agreement shall be construed as if the scope or duration of such provision had been more narrowly

drafted so as not to be invalid or unenforceable.

7.4 No other Agreements

The parties acknowledge having read this Agreement and agree to be bound by its Terms.

This Agreement and the Schedules attached hereto and supersedes and replaces any

existing agreement written or otherwise, entered into between or among Seller and Provider

relating to the subject matter hereof except that the provisions of that certain Nondisclosure

Agreement, dated \_\_\_\_\_\_\_\_\_\_\_, between Seller and Provider, shall remain in full force and

effect as it relates to the exchange of information between the parties from the date of such

Nondisclosure Agreement through the date of this Agreement.

7.5 Assignability

This Agreement shall not be assigned by either party without the prior written consent of the other

party, which shall not be unreasonably withheld or delayed, except that Seller may assign this

Agreement or any of its rights and responsibilities hereunder, in whole or in part, to any affiliate or any

entity which acquires all or substantially all of the assets or operations of its Internet-related services

business dealing with the Products, with notice to but without the consent of Provider. Any such

attempted assignment lacking consent where required shall be null and void.

7.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Tamil

nadu, with regard to its choice of law provisions.

7.7 Force majeure; Disaster recovery

Each party shall be released from and shall have no liability for any failure beyond its reasonable

control, including, but not limited to, acts of God, labor troubles, strikes, lockouts, severe weather,

Delay or default of utilities or communications companies or accidents.

7.8 Independent contractor

With respect to all matters relating to this Agreement, Provider shall be deemed to be an independent

contractor. Provider shall not represent itself or its organization as having any relationship to Seller

Other than that of an independent agent for the limited purposes described in this Agreement.

7.9 Authorized representatives

Provider shall designate and maintain at all times hereunder a project manager to serve as a single

point of contact for Seller to assist in the resolution of all technical, operational and implementationRelated matters. Provider shall endeavor not to change such project manager without Seller's

approval, and in any event shall notify Seller of any such changes. In addition, each party shall, at all

times,

Designate one representative who shall be authorized to take any and all action and/or grant any

approvals required in the course of performance of this Agreement. Such representations shall be

fully authorized to act for and bind such party including the approval of amendments to this

Agreement. Until written notice to the contrary (as delivered in accordance with Section 7.9), the

authorized representatives of the parties are as follows:

For SELLER: For PROVIDER:

Gleam global services] (the “seller"), a company organized and existing under the laws of the

[State/Province] of [STATE/PROVINCE], with its head office located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[PROVIDER NAME] [Address, City, State –Pincode] [STATE /PROVINCE]

7.10 Notices

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered

personally, by facsimile transmission, by reputable overnight courier service or [COUNTRY] mail,

postage prepaid, to the addresses shown below or to such other addresses as are specified by similar

notice, and shall be deemed received upon personal delivery, upon confirmed facsimile receipt,

[NUMBER] days following deposit with such courier service, or [NUMBER] days from deposit in the

[COUNTRY] mails, in each case as herein provided:

If to [SELLER NAME]: If to [PROVIDER NAME]:

[CALL CENTER] [PROVIDER NAME]

[STATE/PROVINCE]

 Attention: [INDIVIDUAL NAME] Attention: [INDIVIDUAL NAME]

[PHONE NUMBER] [PHONE NUMBER]

 With a Copy to: With a Copy to:

 [INDIVIDUAL NAME] [INDIVIDUAL NAME]

 [FAX NUMBER] [FAX NUMBER]

 [FULL ADDRESS] [FULL ADDRESS]

 [PHONE NUMBER] [PHONE NUMBER]

A party may change its address and the name of its designated recipient of copies of notices for

purposes of this Agreement by giving the other parties written notice of the new name and the

address, phone and facsimile number of its designated recipient in accordance with this Section 7.9.

7.11 Representations

Except as noted herein, no employee, agent or representative of either party will have the authority to

bind the other party to any representation, oral or written, or any warranty concerning the Services or

the performance of the Services.

7.12 Arbitration

Any disputes or controversy, which this Agreement expressly provides to be resolved by arbitration,

shall be settled by arbitration in accordance with the [YOUR COUNTRY] Center for Public Resources

Rules for Non-Administered Arbitration of Business Disputes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER (CALL CENTER] PROVIDER (PROVIDER NAME)

Authorized Signature Authorized Signature